

[COMPANY NAME]

**EMPLOYEE/CONTRACTOR IP ASSIGNMENT AND  
PROPRIETARY RIGHTS AGREEMENT**

THIS IP ASSIGNMENT AND PROPRIETARY RIGHTS AGREEMENT ("Agreement") is made effective as of the \_\_\_ day of \_\_\_\_\_, 202\_, by and between \_\_\_\_\_, an [individual residing at][company located at] \_\_\_\_\_ ("Personnel"), and \_\_\_\_\_ a \_\_\_ [State] \_\_\_\_\_ [entity type] (the "Company").

**WITNESSETH:**

WHEREAS, the Company has offered to Personnel and continues to offer employment and/or engagement as a contractor, subject to the Personnel assigning all intellectual property rights in their work product to Company and other covenants to protect the Company's proprietary information, as set forth below;

WHEREAS, the Personnel, seeking to meet the condition to accept and continues to accept such employment and/or position as a contractor, desires to assign such intellectual property and maintain such covenants in order to protect the Company;

NOW, THEREFORE, in consideration of the above recitals and for other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties hereto hereby covenant and agree as follows:

**I. INTELLECTUAL PROPERTY ASSIGNMENT**

1. Company Property. Title to any and all Company property furnished or provided to Personnel hereunder shall remain in Company.
2. Assignment of Work Product and Intellectual Property.
  - (a) Personnel hereby unconditionally and irrevocably transfers and assigns to the Company all right, title and interest, free and clear of all liens and encumbrances of any kind, in and to any and all Work Product and all Intellectual Property embodied therein, including, without limitation, all pending and issued patents, rights to file for patents, copyrights, rights to file for copyright registrations, trademarks, service marks and other intellectual property rights that it holds or has rights to in all jurisdictions in the world, including, without limitation that Work Product identified in the attached Exhibit A. The Personnel agree that with regard to any copyrights embodied in the Work Product, it is "work for hire."

- (b) "Work Product" means the work product of Personnel performed pursuant to their duties as an employee or contractor, whether on or off Company premises, including, without limitation, any concepts, ideas and inventions, processes and methods, devices, models, documentation, computer code, and any underlying operating principles of such code, data and data files, graphics, text, audiovisual or other creative works or inventions, the identity of vendors or prospective vendors, the identity of customers or prospective customers, any information regarding any business plans or opportunities, in each case related to or arising from the Personnel's engagement with the Company.
- (c) "Intellectual Property" means for all jurisdictions throughout the world, (i) any and all patent rights or equivalent industrial rights any rights to file for patents, (ii) any copyrights, (iii) any trade secrets, including any know-how, in each case related to any work product produced by Personnel in connection with any engagement with the Company, whether prior to, on or after this date. Patent rights include, without limitation, the patents or patent applications listed on Exhibit A and any continuations, divisions or other patent applications claiming priority to or otherwise related thereto in all jurisdictions throughout the world. Intellectual Property includes the rights to sue for and receive damages or injunction injunctive relief for acts prior to, on and following this date.
- (d) Personnel hereby agrees to fully cooperate with the Company in the drafting and filing of any patent applications claiming any of the Assigned Intellectual Property. In addition, Personnel hereby appoints the Company the limited power of attorney to execute on Personnel behalf any patent application documents associated with the Assigned Intellectual Property as determined by the Company in its sole discretion.
- (e) Personnel shall execute and deliver to Company any transfers, assignments, documents or other instruments which Company may deem necessary or appropriate to vest complete title and ownership of any or all of the Work Product or Intellectual Property and all rights therein, exclusively in Company.
- (f) Personnel represents and warrants that Personnel has sufficient rights in the Assigned Intellectual Property to make the assignment as set forth herein. Personnel shall ensure that the Work Product shall not contain or embody any intellectual property of any kind of any third party, including any trade secret, trademark, copyright or patent rights unless such incorporation has been approved by the Chief Executive Officer of the Company prior to any such action.

## II. CONFIDENTIAL INFORMATION

1. Definitions. "Confidential Information" means information furnished to Personnel by Company (or by its other contractors) or developed by Personnel including, without limitation all proprietary technical information, financial data, trade secrets, whether written or oral, customer lists, vendor lists, product or service plans and designs, research and development information, computer hardware, computer object, source and script code, computer data bases,



customer data, input and output data, operating parameters, drawings, marketing strategies, pricing policies, any method, procedure or other know-how, all written or electronically stored data and documentation and copies, abstracts, summaries, or analyses of the above categories of information. The Work Product is also Confidential Information of the Company.

2. Nondisclosure. Personnel agrees to that during the term of employment/contractor relationship and thereafter, the Company Confidential Information shall be kept confidential by Personnel, used for the sole benefit of Company in connection with the provision of services to the Company, and that Personnel shall not nor authorize any party to use such information for in any way for any other party or any other purpose. Personnel will be responsible for any breach of its promise to keep confidential.

3. Exclusions. The obligation to keep confidential shall not apply to any information that: (i) becomes published or is in the public domain other than an unauthorized disclosure by the Personnel or its Representatives or (ii) any information independently developed or discovered by the Personnel without reliance on any Confidential Information provided by the Company, that is not Work Product, as demonstrated in each case by documentary evidence.

4. Defend Trade Secrets Act Compliance. Pursuant to the Defend Trade Secrets Act of 2016, Personnel understands that an individual may not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (a) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding.

Further, an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the employer's trade secrets to the attorney and use the trade secret information in the court proceeding if the individual: (a) files any document containing the trade secret under seal; and (b) does not disclose the trade secret, except pursuant to court order.

5. Protected Rights; SEC Compliance. In accordance with the Defend Trade Secrets Act Compliance section of this agreement, Personnel understands that nothing contained in this Agreement limits Personnel's ability to file a charge or complaint with the Equal Employment Opportunity Commission, the National Labor Relations Board, the Occupational Safety and Health Administration, the Securities and Exchange Commission, or any other federal, state or local governmental agency or commission ("Government Agencies"). Personnel further understands that this Agreement does not limit Personnel's ability to communicate with any Government Agencies or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including providing documents or other information, without notice to the Company. This Agreement does not limit Personnel's right to receive an award for information provided to any Government Agencies.

6. Return. Upon the earlier of any termination of employment or contractor engagement or upon notice from Company, the Personnel will return to the Company the Confidential Information disclosed to it, including any copies which that may have made, and the Personnel

will irrevocably destroy all abstracts, summaries thereof or references thereto in its documents including any electronic copies of the Confidential Information in its possession or control, and certify to the Company that the Personnel has done so within 5 (five) days of the end of the engagement. Any Confidential Information not so returned and/or destroyed will remain subject to this provision.

### III. MISCELLANEOUS

(a) Interpretation and Construction. The captions contained herein are for the convenience of the parties hereto and shall not be construed to amend or modify any of the provisions hereof. The language in all parts of this Agreement shall in all cases be construed in accordance to its fair meaning as if prepared by all parties to the Agreement and not strictly for or against any of the parties.

(b) Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties hereto. No waiver, amendment or modification of any provision of this Agreement shall be valid unless in writing and signed by the parties hereto.

(c) Waiver. The failure of a party to object to, or to take affirmative action with respect to, any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach or of any future violation, breach, or wrongful conduct. Any waiver, in whole or in part, of any provision hereof shall not be construed as a waiver of any other provision hereof, or as a future waiver of any subsequent breach by the Personnel.

(d) Assignment. This Agreement shall not be assignable by the Personnel and may not be delegated. Any purported assignment in breach hereof is null and void.

(e) No Third Party Beneficiaries. This Agreement shall inure to the sole benefit of and be binding upon the Parties and their respective successors and assigns. Nothing in this Agreement is intended or shall be construed to give any other Person any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision contained herein.

(g) Irreparable Harm. The Parties acknowledge that breach of Sections I and II would cause irreparable harm, the extent of which would be difficult to ascertain. Accordingly, they agree that, in addition to any other legal remedies to which a non-breaching Party might be entitled, such party shall be entitled to obtain immediate injunctive relief in the event of a breach of the provisions of such Sections without the requirement of posting bond.

(h) Survival. The Parties' rights and obligations under Sections I, II and III shall survive expiration or termination of this the term of employment/contractor relationship.

(i) Legal Representation. Each of the parties expressly acknowledges and agrees that she has consulted with and utilized separate counsel in connection with this Agreement.

(j) Notices. All notices and other communications provided for or permitted hereunder shall be in writing and shall be made by hand delivery, first class mail, postage prepaid, return receipt requested, or telex, telecopier, or reliable overnight courier addressed as follows:

If to Company to:

If to Personnel to:

With a copy to:

With a copy to:

All such notices and communications shall be deemed to have been duly given when delivered by hand, if personally delivered; if mailed; when answered back, if telexed; when receipt is acknowledged, if telecopied, or the next business day if delivery is confirmed by overnight courier.

(k) Governing Law. The parties agree that this Agreement shall be governed in all respects and be construed by the laws of New York as applied to contracts entered into solely between residents of, and to be performed entirely within such State.

(m) Severability. If any provision of this Agreement is illegal or unenforceable, its invalidity shall not affect the other provision of this Agreement that can be given effect without the invalid provision.

(n) Binding Effect. This Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

(o) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**Personnel:**

**Date:**

**Company:**

By:

Name:



## EXHIBIT A

		Signature and Title	Date
Personnel			
Company			

Assigned Work Product and Intellectual Property: